

attorney in connection with the performance of its duties as trustee hereunder, whether in the institution of a foreclosure suit or action, or otherwise, the mortgagor shall pay to the trustee the amount of such attorney's fees.

Section 7. The proceeds at any sale under foreclosure of this Mortgage and Deed of Trust, together with any other sums, which may then be held by the Trustee or be payable to it under any of the provisions of this indenture as part of the mortgaged property, shall be applied:

(1) to the reimbursement of the Trustee for costs, charges and expenses incurred in connection with said foreclosure and sale, including a reasonable compensation to the Trustee for its services and to its counsel in the foreclosure proceedings and for all sums expended by the Trustee in the administration of its trust upon the mortgaged property, including all sums advanced for taxes of any kind, assessments, insurance and other charges against said premises and for all charges and expenses incurred by the Trustee both before and after the commencement of said foreclosure proceedings and in the discharge of its duties as Trustee hereunder.

(2) any surplus then remaining, to the payment of the whole amount due and unpaid for principal and interest of the bonds hereby secured with interest on the overdue installments of principal, said interest at the rate of seven (7%) per cent per annum; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon said bonds, then to the payment of such principal and interest, ratably, according to the aggregate of such principal and the accrued and unpaid interest, without preference or priority of principal over interest, or interest over principal, or any installment of interest over any other installment of interest.

(3) any surplus then remaining, to the Mortgagor, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 8. In the event of the institution of any suit or action to foreclose this mortgage and Deed of Trust the Trustee shall be entitled, as of right, to the appointment of a receiver for the mortgaged property, or any part thereof, and the rents, issues and profits thereof, and the mortgagor hereby irrevocably consents to such appointment. Said receiver shall have the usual broad powers of receivers in like cases; and may, insofar as the sequestered property is concerned, operate and carry on the Mortgagor's affairs and business as fully and unrestrictedly as could the Mortgagor itself before such application.

Section 9. The Trustee may in all things conduct any proceedings hereunder, or on said bonds and coupons, without manually producing the bonds or coupons and as if it held the same, and the certificate of the Trustee, under its seal, as to the numbers, denominations and amounts thereof, shall be admissible as evidence and shall be deemed to be prima facie correct.

Section 10. The Mortgagor hereby consents that in case of any foreclosure proceedings if the proceeds of said sale are insufficient to pay in full the amounts provided for in said decree, the unpaid balance, with interest thereon at the rate of seven per cent per annum, shall be and remain a valid, subsisting and enforceable obligation against the Mortgagor, and the Mortgagor hereby irrevocably consents that the Trustee, in its own name and as Trustee of an express trust, may take a deficiency judgment thereon either in said foreclosure proceedings, or otherwise.

Section 11. The Mortgagor may in good faith and with the written consent of the Trustee contest by appropriate legal proceedings or otherwise, any taxes, assessments, charges or liens at any time levied or assessed upon the mortgaged premises or any portion thereof and any such contest shall operate to postpone the obligation of the Mortgagor to